

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by and between Blanca Cedillos Guevara, Corina Chicas Rodriguez, Dora Ferrera, Leonardo Garcia Beltran, Elda Giron, Reyna Esperanza Lopez, Leila Cecilia Martinez, Gabriel Eduardo Nunez, Maria Ramirez, Julia Flor Vargas, Gicela Galvez, Ada Sosa, Jessica Carolina Ramirez, Santos A. Andrade, Erika Bacilia Castro, Demond Allen Chester, Karar M. Hashim, Luis Enriquez Izaguirre Bulnes, Marta Elida Lazo, Luis Francisco Romero Salvador, Jose B. Sanchez, Caferino Raymond Southerland, Jr., Lois Renee Hill, Ramon Barrera, Daniel Rochester, Alex Ramiro Mata Lopez, Muhulkamar B. Kaneria, Annie Redding, and Maria Chavez De Ramos (collectively, "Plaintiffs") and Mayflower Textile Services, Co. ("Mayflower"), Mukul M. Mehta, Service Industry Solutions, Inc. ("SIS"), and Andrey Gustov (collectively, "Defendants"). Plaintiffs and Defendants are collectively referred to herein as the "Parties."

WHEREAS, Plaintiffs have filed a lawsuit in the U.S. District Court for the District of Maryland (Civil Action No. GLR-14-00196) (the "Lawsuit") against Defendants alleging violations of the Fair Labor Standards Act ("FLSA"), the Maryland Wage and Hour Law ("MWHL"), and the Maryland Wage Payment Collection Law ("MWPCCL") (the "Claims"); and

WHEREAS, Defendants deny any and all liability to Plaintiffs in connection therewith; and

WHEREAS, the Parties wish to settle all claims brought by Plaintiffs against Defendants fully and finally on an amicable basis and without there being a trial or adjudication of any issue of fact or law; and

WHEREAS, the Parties acknowledge and agree that the matters to be litigated involve disputed issues of fact and law, as well as the amounts due, if any; and

WHEREAS, Plaintiffs agree to accept the sum total of \$290,000.00 (the "Settlement Amount") to settle all of their claims, including any and all claims for attorneys' fees, costs, expenses, liquidated damages, and/or equitable or legal relief; and

WHEREAS, the Settlement Amount includes payments to Plaintiffs for alleged back wages, liquidated damages, treble damages, and attorneys' fees.

NOW, THEREFORE, in consideration of the prior recitals and the promises and acts stated below, the Parties agree as follows:

1. Settlement Payments. In consideration for Plaintiffs' dismissal of their Claims and performance in accordance with terms of this Agreement, Defendants agree to pay the total sum of Two-Hundred Ninety-Thousand Dollars (\$290,000.00) (hereafter referred to as the "Settlement Amount") in full settlement of all damages, attorneys' fees, costs and interest sought or alleged by Plaintiffs. The Settlement Amount shall be paid in installments pursuant to the schedule set forth below, so long as the Court has entered an order approving this Agreement. If the Court has not yet ruled on the approval of this Agreement when a scheduled payment is due, the scheduled payments will be issued in the form of



checks payable to the designated Plaintiffs (but only if the designated Plaintiff has provided an updated W4 or W9) and/or Plaintiffs' counsel and held by counsel for Mayflower or SIS as applicable, to be delivered to Plaintiffs' counsel within two business days after the Court approves this Agreement. If the Court enters an order not approving this Agreement, then all aspects of this Agreement shall be null and void and the Parties shall have no obligations hereunder. The proceeds of the Settlement Amount shall be distributed as follows via hard checks to be delivered to Plaintiffs' counsel, who will hand deliver each settlement check to each individual Plaintiff:

- a. Plaintiff Blanca Cedillos Guevara shall receive the total sum of \$1,338.24. Of this amount, \$446.08 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$892.16 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- b. Plaintiff Corina Chicas Rodriguez shall receive the total sum of \$1,158.46. Of this amount, \$386.15 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$772.31 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- c. Plaintiff Dora Ferrera shall receive the total sum of \$264.99. Of this amount, \$88.33 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$176.66 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- d. Plaintiff Leonardo Garcia Beltran shall receive the total sum of \$2,560.32. Of this amount, \$853.44 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$1,706.88 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid seven business days after an updated W4 or W9 is submitted.
- e. Plaintiff Elda Giron shall receive the total sum of \$2,828.17. Of this amount, \$942.72 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$1,885.45 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.

- f. Plaintiff Reyna Esperanza Lopez shall receive the total sum of \$4,735.54. Of this amount, \$1,578.51 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$3,157.03 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- g. Plaintiff Leila Cecilia Martinez shall receive the total sum of \$4,168.58. Of this amount, \$1,389.52 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$2,779.06 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- h. Plaintiff Gabriel Eduardo Nunez shall receive the total sum of \$5,090.58. Of this amount, \$1,696.86 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$3,393.72 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- i. Plaintiff Maria Ramirez shall receive the total sum of \$1,199.68. Of this amount, \$399.89 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$799.79 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- j. Plaintiff Julia Flor Vargas shall receive the total sum of \$2,398.63. Of this amount, \$799.54 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$1,599.09 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- k. Plaintiff Gicela Galvez shall receive the total sum of \$1,770.31. Of this amount, \$590.10 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$1,180.21 will constitute

payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.

- l. Plaintiff Ada Sosa shall receive the total sum of \$76.48. Of this amount, \$25.49 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$50.99 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- m. Plaintiff Jessica Carolina Ramirez shall receive the total sum of \$1,413.54. Of this amount, \$471.18 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$942.36 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- n. Plaintiff Santos A. Andrade shall receive the total sum of \$392.38. Of this amount, \$130.79 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$261.59 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- o. Plaintiff Erika Bacilia Castro shall receive the total sum of \$672.16. Of this amount, \$224.05 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$448.11 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- p. Plaintiff Demond Allen Chester shall receive the total sum of \$2,072.17. Of this amount, \$690.72 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$1,381.45 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- q. Plaintiff Karar M. Hashim shall receive the total sum of \$3,337.80. Of this

amount, \$112.60 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$225.20 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.

- r. Plaintiff Luis Enriquez Izaguirre Bulnes shall receive the total sum of \$1,339.88. Of this amount, \$446.62 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$893.26 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- s. Plaintiff Marta Elida Lazo shall receive the total sum of \$699.97. Of this amount, \$233.32 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$466.65 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by Mayflower seven business days after an updated W4 or W9 is submitted.
- t. Plaintiff Luis Francisco Romero Salvador shall receive the total sum of \$7,599.78. Of this amount, \$2,533.26 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$5,066.52 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. SIS will pay \$476.26 of the total W2 wages due seven business days after provided an updated W4 or W9 is submitted. Mayflower will pay \$2,057.00 of the total W2 wages due and \$5,066.52 in 1099 liquidated damages, as set forth above, seven business days after provided an updated W4 or W9 is submitted.
- u. Plaintiff Jose B. Sanchez shall receive the total sum of \$6,138.52. Of this amount, \$2,046.17 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$4,092.35 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after provided an updated W4 or W9 is submitted.
- v. Plaintiff Caferino Raymond Southerland, Jr. shall receive the total sum of \$1,301.78. Of this amount, \$433.92 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$867.86 will

constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after provided an updated W4 or W9 is submitted.

- w. Plaintiff Lois Renee Hill shall receive the total sum of \$106.04. Of this amount, \$35.34 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$70.70 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after provided an updated W4 or W9 is submitted.
- x. Plaintiff Ramon Barrera shall receive the total sum of \$931.67. Of this amount, \$310.55 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$621.12 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- y. Plaintiff Daniel Rochester shall receive the total sum of \$118.03. Of this amount, \$39.34 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$78.69 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- z. Plaintiff Alex Ramiro Mata Lopez shall receive the total sum of \$1,286.33. Of this amount, \$428.77 will constitute payment of alleged unpaid wages and will be subject to form W-2 reporting and the remaining \$857.56 will constitute payment of liquidated and/or treble damages pursuant to the FLSA, MWHL, and MWPCl, will be reported as 1099 Miscellaneous Income, and will not be subject to any deductions or withholdings. These amounts will be paid by SIS seven business days after an updated W4 or W9 is submitted.
- aa. Plaintiffs' counsel in this matter, Brown, Goldstein & Levy, LLP and the Law Office of Gary M. Gilbert & Associates, shall receive the total sum of \$235,000.00, as settlement of Plaintiffs' claim for fees and costs related to the Claims. These amounts will be paid directly to Brown, Goldstein, & Levy, LLP via checks payable to Brown, Goldstein & Levy, LLP, to be delivered on or before the following dates:
 - i. Mayflower will pay \$22,500.00 by March 1, 2017.

- ii. SIS will pay \$22,500.00 by March 1, 2017.
- iii. Mayflower will pay an additional \$25,000.00 by June 1, 2017.
- iv. SIS will pay an additional \$6,666.67 by June 1, 2017.
- v. Mayflower will pay an additional \$25,000.00 by September 1, 2017.
- vi. SIS will pay an additional \$6,666.67 by September 1, 2017.
- vii. Mayflower will pay an additional \$25,000.00 by December 1, 2017.
- viii. SIS will pay an additional \$6,666.67 by December 1, 2017.
- ix. Mayflower will pay an additional \$25,000.00 by March 1, 2018.
- x. SIS will pay an additional \$6,666.67 by March 1, 2018.
- xi. Mayflower will pay an additional \$25,000.00 by June 1, 2018.
- xii. SIS will pay an additional \$6,666.66 by June 1, 2018.
- xiii. Mayflower will pay an additional \$25,000.00 by September 1, 2018.
- xiv. SIS will pay an additional \$6,666.66 by September 1, 2018.

Plaintiffs will be responsible for any and all tax consequences associated with their receipt of these monies. Plaintiffs further acknowledge that the amounts are disputed by Defendants and that but for the execution of this Agreement, the Settlement Amount would not be paid. Notwithstanding the foregoing, Plaintiffs acknowledge that by executing this Agreement, after consultation with legal counsel, they agree that they have been paid in full for all amounts they are legally entitled to receive as remuneration for the services rendered to Defendants during and in the course of their employment with Defendants, up to the date of this Agreement.

No Plaintiff shall be entitled to receive his or her settlement checks from counsel unless and until he or she has signed this Settlement Agreement to reflect his or her agreement to it. Plaintiffs' counsel shall not release the settlement checks to any Plaintiff unless he or she has signed this Settlement Agreement. Plaintiffs' counsel shall deliver copies of each Plaintiff's signed copy of the Settlement Agreement to counsel for Defendants within ten (10) business days of each Plaintiff signing the Settlement Agreement and receiving his or her check.

2. Secured Interest. As security for payment of certain Settlement Amounts, Mehta and Gustov shall each execute a separate confession of judgment in the form attached hereto as Exhibits 1 and 2.

3. Release of Claims and Covenant Not to Sue.

(a) For and in consideration of the undertakings assumed and promises made pursuant to this Agreement, Plaintiffs, for themselves, their representatives, heirs, assigns, and/or any other person or entity claiming by, through, or under them, as demonstrated by the signature of their attorney below, hereby forever waive, release, discharge, and covenant not to sue, completely, finally, and absolutely, Mayflower Textile Services, Co., Mukul M. Mehta, Service Industry Solutions, Inc., Andrey Gustov, and Skilled Instant Services, Inc., as well as all of their direct and indirect corporate parents, subsidiaries, affiliates, divisions, co-employers, joint employers, and alleged joint employers, and its and their respective officers, directors, owners, shareholders, founders, members, executors, administrators, beneficiaries, heirs, trustees, representatives, employees, assigns, agents, attorneys, consultants, and successors, to the extent they exist ("Releasees") from any and all Claims asserted in or arising out of the claims asserted in the Lawsuit, including claims for attorneys' fees and costs, that occurred before the date of this Agreement. Notwithstanding the foregoing, nothing in the foregoing release shall prevent Plaintiffs from cooperating in any investigations or proceedings conducted by the National Labor Relations Board, Equal Employment Opportunity Commission, Department of Labor, or any similar agency tasked with investigating allegations of employment discrimination or other misconduct; however, Plaintiffs waive any rights they may have to recover money damages, other compensation, or other personal relief resulting from any such investigation or proceeding relating to claims for unpaid wages prior to the date of this Agreement and, consistent herewith, are precluded from doing so.

(b) For and in consideration of the undertakings assumed and promises made pursuant to this Agreement, each Plaintiff, for himself or herself, his or her representatives, heirs, assigns, and/or any other person or entity claiming by, through, or under him or her, as demonstrated by his or her individual signature, which, as indicated in Section 1 of this Agreement, is a condition precedent to a Plaintiff receiving any payment pursuant to this Agreement, hereby forever waives, releases, discharges, and covenants not to sue, completely, finally, and absolutely, Mayflower Textile Services, Co., Mukul M. Mehta, Service Industry Solutions, Inc., Andrey Gustov, and Skilled Instant Services, Inc., as well as all of their direct and indirect corporate parents, subsidiaries, affiliates, divisions, co-employers, joint employers, and alleged joint employers, and its and their respective officers, directors, owners, shareholders, founders, members, executors, administrators, beneficiaries, heirs, trustees, representatives, employees, assigns, agents, attorneys, consultants, and successors, to the extent they exist ("Releasees") from any and all asserted and unasserted claims, controversies, actions, causes of action, demands, debts, liens, contracts, agreements, promises, representations, torts, rights, costs, damages, losses, obligations, judgments, or liabilities of any nature at law or in equity, past or present, whether or not now or heretofore known, suspected, or claimed, that he or she may have against the Releasees arising out of any facts or circumstances that occurred before the date on which that individual Plaintiff executes this Agreement. Plaintiffs specifically understand and agree that among the claims, damages, lawsuits, injuries, liabilities, and causes of action being released under this paragraph are claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and the Family and Medical Leave Act, 42 U.S.C. § 2601, *et seq.*, and the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.* Notwithstanding the foregoing, nothing in the foregoing release shall prevent Plaintiffs from cooperating in any investigations or proceedings conducted by the

National Labor Relations Board, Equal Employment Opportunity Commission, Department of Labor, or any similar agency tasked with investigating allegations of employment discrimination or other misconduct; however, each signatory Plaintiff waives any rights he or she may have to recover money damages, other compensation, or other personal relief resulting from any such investigation or proceeding and, consistent herewith, is precluded from doing so. Moreover, the release contained herein shall not apply to bar any Plaintiff from pursuing workers' compensation benefits or claims.

(c) Plaintiffs agree to withdraw, with prejudice, all complaints, suits, actions, charges, claims and/or proceedings that they may have filed in any court, tribunal, or administrative agency whatsoever against the Releasees for the matters released herein, including the Claims, and covenant not to file any complaints, suits, actions, charges, claims and/or proceedings against the Releasees for the matters released herein. The Parties will take all steps necessary to give effect to this paragraph.

(d) Nothing in this release and covenant not to sue shall in any way release or affect the Court's award of attorneys' fees against Valentin Abgaryan, ECF No. 167 in this case, nor shall it release or affect Plaintiffs' right to sue Mr. Abgaryan to recover those fees.

4. Denial of Liability. Defendants deny liability for any claims made by Plaintiffs, and this Agreement does not constitute an admission of liability by Defendants but rather is entered solely for the purpose of settling disputed matters.

5. Action for Breach. If any Party breaches any of their obligations under this Agreement, the non-breaching Party may bring a civil action to enforce the Agreement. Neither Party shall commence a civil action for an alleged breach of this Agreement without first notifying counsel for the other Party of the dispute and providing the allegedly breaching Party fifteen (15) days to cure the alleged breach. If any Party brings a civil action to enforce the Agreement, then the prevailing Party in such a civil action shall be entitled to its attorney's fees and costs.

6. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement of the Parties.

7. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this paragraph.

8. Authorization. Each Party expressly represents that the person executing this Agreement on his or her behalf has full power and authority to enter into, execute and fully perform this Agreement on behalf of said Party, and Plaintiffs further represents that they have

not assigned any of their rights with respect to the Claims to any person or entity.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of each Party hereto as to their heirs, personal representatives, successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations of Plaintiffs may be assigned without the prior written consent of Defendants.

10. Governing Law. This Agreement shall be governed by the laws of the State of Maryland as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Any action for breach of this Agreement shall be resolved in the courts of the State of Maryland, and each Party hereby submits to, and waives any defenses to, such courts' exercise of personal jurisdiction over such Party. Insofar as this Agreement results from the joint drafting efforts of the Parties, there shall be no presumption against the drafter.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect to the transactions contemplated by this Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement.

13. Counterparts and Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile or e-mailed copies shall be as valid as originals. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereby expressly waives any rights to assert that such copies fail to comply with "the Best Evidence" Rule or any equivalent rule of law or evidence in any other jurisdiction.

14. Representation by Counsel; No Adverse Construction. The Parties acknowledge that they are represented by counsel of their choosing, have been fully advised of their rights, have read this Agreement and have had a full opportunity to review all of the terms of this Agreement with their counsel, and are entering into this Agreement of their own free will with a complete understanding of all terms set forth in this Agreement. The Parties and their respective counsel have reviewed this Agreement. Any usual rule(s) of construction requiring that ambiguities are to be resolved against a particular Party, or in favor of a particular Party, shall not be applicable in the construction of this Agreement.

15. Acknowledgment. Plaintiffs acknowledge and agree that they have been advised of the opportunity to consult with counsel of their choice and are in fact represented by counsel who has assisted in the drafting of this Agreement.

IN WITNESS WHEREOF, the Defendants have caused this Settlement Agreement to be executed and delivered by their duly authorized officers or representatives and Plaintiffs have caused this Settlement Agreement to be executed and delivered by their counsel.

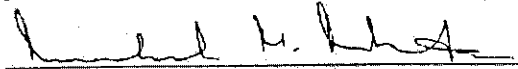
PLAINTIFFS BLANCA CEDILLOS GUEVARA, CORINA CHICAS RODRIGUEZ,
DORA FERRERA, LEONARDO GARCIA BELTRAN, ELDA GIRON, REYNA
ESPERANZA LOPEZ, LEILA CECILIA MARTINEZ, GABRIEL EDUARDO NUNEZ,
MARIA RAMIREZ, JULIA FLOR VARGAS, GICELA GALVEZ, ADA SOSA, JESSICA
CAROLINA RAMIREZ, SANTOS A. ANDRADE, ERIKA BACILIA CASTRO,
DEMOND ALLEN CHESTER, KARAR M. HASHIM, LUIS ENRIQUEZ IZAGUIRRE
BULNES, MARTA ELIDA LAZO, LUIS FRANCISCO ROMERO SALVADOR, JOSE B.
SANCHEZ, CAFERINO RAYMOND SOUTHERLAND, JR., LOIS RENEE HILL,
RAMON BARRERA, DANIEL ROCHESTER, ALEX RAMIRO MATA LOPEZ,
MUHULKAMAR B. KANERIA, ANNIE REDDING, AND MARIA CHAVEZ DE
RAMOS

By their attorney,


ANDREW D. FREEMAN

Date: 4/21/17

MAYFLOWER TEXTILE SERVICES, CO.



Date: April 21, 2017

By: MUKUL M. MEHTA

Title: President


MUKUL M. MEHTA

Date: April 21, 2017

SERVICE INDUSTRY SOLUTIONS, INC.

Date: _____

By: _____

Title: _____

ANDREY GUSTOV

Date: _____

PLAINTIFFS BLANCA CEDILLOS GUEVARA, CORINA CHICAS RODRIGUEZ,
DORA FERRERA, LEONARDO GARCIA BELTRAN, ELDA GIRON, REYNA
ESPERANZA LOPEZ, LEILA CECILIA MARTINEZ, GABRIEL EDUARDO NUNEZ,
MARIA RAMIREZ, JULIA FLOR VARGAS, GICELA GALVEZ, ADA SOSA, JESSICA
CAROLINA RAMIREZ, SANTOS A. ANDRADE, ERIKA BACILIA CASTRO,
DEMOND ALLEN CHESTER, KARAR M. HASHIM, LUIS ENRIQUEZ IZAGUIRRE
BULNES, MARTA ELIDA LAZO, LUIS FRANCISCO ROMERO SALVADOR, JOSE B.
SANCHEZ, CAFERINO RAYMOND SOUTHERLAND, JR., LOIS RENEE HILL,
RAMON BARRERA, DANIEL ROCHESTER, ALEX RAMIRO MATA LOPEZ,
MUHULKAMAR B. KANERIA, ANNIE REDDING, AND MARIA CHAVEZ DE
RAMOS

By their attorney,

ANDREW D. FREEMAN

Date: _____

MAYFLOWER TEXTILE SERVICES, CO.

By: _____

Date: _____

Title: _____

MUKUL M. MEHTA

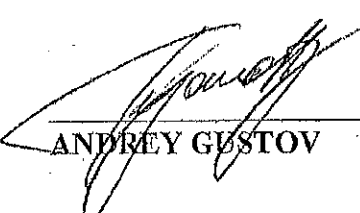
Date: _____

SERVICE INDUSTRY SOLUTIONS, INC.

By: *Andrey Gestov*

Date: _____

Title: *CFO*



ANDREY GESTOV

Date: *4/06/17*

BY SIGNING BELOW, EACH PLAINTIFF INDICATES (A) HIS OR HER RECEIPT OF THE CHECK FOR HIS OR HER PORTION OF THE SETTLEMENT AMOUNT, (B) HIS OR HER CONSENT TO BE BOUND BY THIS AGREEMENT, AND (C) HIS OR HER CONSENT TO RELEASE ALL CLAIMS AS SET FORTH IN SECTION 3(b) OF THIS AGREEMENT:

BLANCA CEDILLOS GUEVARA

Date: _____

CORINA CHICAS RODRIGUEZ

Date: _____

DORA FERRERA

Date: _____

LEONARDO GARCIA BELTRAN

Date: _____

ELDA GIRON

Date: _____

REYNA ESPERANZA LOPEZ

Date: _____

LEILA CECILIA MARTINEZ

Date: _____

GABRIEL EDUARDO NUNEZ

Date: _____

MARIA RAMIREZ

Date: _____

JULIA FLOR VARGAS

Date: _____

GICELA GALVEZ

Date: _____

ADA SOSA

Date: _____

JESSICA CAROLINA RAMIREZ

Date: _____

SANTOS A. ANDRADE

Date: _____

ERIKA BACILIA CASTRO

Date: _____

DEMOND ALLEN CHESTER

Date: _____

KARAR M. HASHIM

Date: _____

LUIS ENRIQUEZ IZAGUIRRE BULNES

Date: _____

MARTA ELIDA LAZO

Date: _____

LUIS FRANCISCO ROMERO SALVADOR

Date: _____

JOSE B. SANCHEZ

Date: _____

CAFERINO RAYMOND SOUTHERLAND, JR.

Date: _____

LOIS RENEE HILL

Date: _____

RAMON BARRERA

Date: _____

DANIEL ROCHESTER

Date: _____

ALEX RAMIRO MATA LOPEZ

Date: _____

MUHULKAMAR B. KANERIA

Date: _____

ANNIE REDDING

Date: _____

Date: _____

MARIA CHAVEZ DE RAMOS

4841-6578-7461, v. 1

CONFESSED JUDGMENT NOTE

\$150,000.00

u. m. m.
Spnd
March 21, 2017

FOR VALUE RECEIVED, in the event Mayflower Textile Services, Co. ("Mayflower") fails to make any of the payments due under the Settlement Agreement and Release of All Claims ("Settlement Agreement") approved by the Court in the matter of *Cedillos, et al. v. Mayflower Textile Services, Co., et al.*, Case No. GLR 14-196 (D. Md.) ("the Litigation"), MUKUL MEHTA promises to pay to Brown, Goldstein, & Levy, LLP ("Holder"), the sum of \$150,000.00, less credit for all payments made by or on behalf of either Mayflower or Mr. Mehta, being due and payable according to the following schedule:

- i. \$25,000.00 by June 1, 2017.
- ii. \$25,000.00 by September 1, 2017.
- iii. \$25,000.00 by December 1, 2017.
- iv. \$25,000.00 by March 1, 2018.
- v. \$25,000.00 by June 1, 2018.
- vi. \$25,000.00 by September 1, 2018.

These sums resolve claims raised in the Litigation and waived and released by the Settlement Agreement.

All payments are to be made by check or wire transfer, payable to Brown, Goldstein & Levy, and pursuant to the following notice provisions.

If any payment listed above is not received by Brown, Goldstein & Levy by the due date listed above, Holder shall provide notice to Mr. Mehta and his counsel, Scott Kamins and Russell Berger, at the email addresses listed below (or such substitute email address as Mr. Mehta may provide). Any late payment that is not cured by Mayflower or



Mr. Mehta within fifteen (15) days of such notice, (including any payment not properly dated and signed, any payment returned due to insufficient funds, or any payment not received for any other reason) shall constitute a default by Mr. Mehta. Upon default, all unpaid payments and penalties shall become due and payable by Mr. Mehta at the sole option of the Holder, and the undersigned agrees to pay pre-judgment interest from the original due date of the late payment(s), plus all reasonable costs of collection, including, but not limited to, reasonable attorney's fees. Mr. Mehta shall not be liable for attorneys' fees incurred by more than one attorney working on any task to enforce Holder's rights under this Confessed Judgment Note.

Upon default, the undersigned further authorizes entry of judgment by confession against him and in favor of Holder, pursuant to Maryland Rule 2-611 and subject to all common law defenses thereto, for the principal amount then owing (\$150,000.00 less credit for all payments made), plus prejudgment interest at the statutory rate, running from the original due date of the first unpaid amount.

Any notice required by this Confessed Judgment Note shall be delivered by electronic mail to the following addresses or to a substituted email address identified more than 30 days prior to the date any notice may be served:

For Brown, Goldstein & Levy, LLP:

Andrew D. Freeman: adf@browngold.com

For The Law Offices of Gary M. Gilbert & Associates, P.C.:

Daniel A. Katz: DKatz@ggilbertlaw.com

For Mukul Mehta:

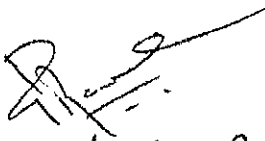
mukulmehta.001@gmail.com


mukul@mayflowertextile.com

skamins@offitkurman.com

rberger@offitkurman.com

After entry of judgment, Mr. Mehta shall be entitled to a credit for any payments made against the amount of this Judgment. Mr. Mehta's potential entitlement to such a credit shall not affect, diminish, or impair the express authorization of Holder for the entry of Judgment in the sum of \$150,000.00, less credit for all payments made, plus attorneys' fees and costs as may be awarded by the Court.


Bhushan Raval
Witness


Mukul Mehta

CONFESSED JUDGMENT NOTE

\$40,000.00

March 30, 2017

FOR VALUE RECEIVED, in the event Service Industry Solutions, Inc. ("SIS") fails to make any of the payments due under the Settlement Agreement and Release of All Claims ("Settlement Agreement") approved by the Court in the matter of *Cedillos, et al. v. Mayflower Textile Services, Co., et al.*, Case No. GLR 14-196 (D. Md.) ("the Litigation"), **ANDREY GUSTOV** promises to pay to Brown, Goldstein, & Levy, LLP ("Holder"), the sum of **\$40,000.00** being due and payable according to the following schedule:

- i. \$6,666.67 by June 1, 2017.
- ii. \$6,666.67 by September 1, 2017.
- iii. \$6,666.67 by December 1, 2017.
- iv. \$6,666.67 by March 1, 2018.
- v. \$6,666.67 by June 1, 2018.
- vi. \$6,666.65 by September 1, 2018.

These sums resolve claims raised in the Litigation and waived and released by the Settlement Agreement.

All payments are to be made by check or wire transfer, payable to Brown, Goldstein & Levy, and pursuant to the following notice provisions.

If any payment listed above is not received by Brown, Goldstein & Levy by the due date listed above, Holder shall provide notice to Mr. Gustov and his counsel, Cathy A. Hinger, at the email addresses listed below (or such substitute email address as Mr. Gustov may provide). Any late payment that is not cured by SIS or Mr. Gustov within fifteen (15) days of such notice, (including any payment not properly dated and signed,



any payment returned due to insufficient funds, or any payment not received for any other reason) shall constitute a default by Mr. Gustov. Upon default, all unpaid payments and penalties shall become due and payable by Mr. Gustov at the sole option of the Holder, and the undersigned agrees to pay pre-judgment interest from the original due date of the late payment(s), plus all reasonable costs of collection, including, but not limited to, reasonable attorney's fees. Mr. Gustov shall not be liable for attorneys' fees incurred by more than one attorney working on any task to enforce Holder's rights under this Confessed Judgment Note.

Upon default, the undersigned further authorizes entry of judgment by confession against him and in favor of Holder, pursuant to Maryland Rule 2-611 and subject to all common law defenses thereto, for the principal amount then owing (\$40,000.00 less credit for all payments made), plus prejudgment interest at the statutory rate, running from the original due date of the first unpaid amount.

Any notice required by this Confessed Judgment Note shall be delivered by electronic mail to the following addresses or to a substituted email address identified more than 30 days prior to the date any notice may be served:

For Brown, Goldstein & Levy, LLP:

Andrew D. Freeman: adf@browngold.com

For The Law Offices of Gary M. Gilbert & Associates, P.C.:


Daniel A. Katz: DKatz@ggilbertlaw.com

For Andrey Gustov:

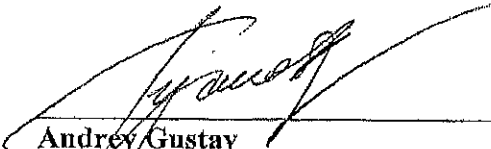
Andrey@sistaffing.com

chinger@wcsr.com

After entry of judgment, Mr. Gustov shall be entitled to a credit for any payments made against the amount of this Judgment. Mr. Gustov's potential entitlement to such a credit shall not affect, diminish, or impair the express authorization of Holder for the entry of Judgment in the sum of \$40,000.00, less credit for all payments made plus attorneys' fees and costs as may be awarded by the Court.



Witness
Yuri KOVALENKO



Andrey Gustav
